

**RESOLUTION NO. 2003-25122**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, REQUEST FOR APPROVAL TO AWARD A LEASE AGREEMENT TO FORT LAUDERDALE HARLEY DAVIDSON INC., FOR THE LEASE OF 14 HARLEY DAVIDSON POLICE MOTORCYCLES PURSUANT TO BID NO. 19-02/03, AND FURTHER AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE APPROPRIATE LEASE AGREEMENT AS APPROVED BY THE CITY ATTORNEY'S OFFICE.**

**WHEREAS**, on January 15, 2003, the City issued Invitation to Bid No. 19-02/03 (the "Bid") to solicit proposals for a lease or purchase of 14 police-type motorcycles; and

**WHEREAS**, the Administration compared the purchase versus lease options, and determined that leasing the motorcycles was in the City's best interest; and

**WHEREAS**, the cost to lease each motorcycle with a lighting package is \$300 per month, which includes full maintenance, including all factory recommended service intervals along with tires and brakes; and

**WHEREAS**, by leasing the motorcycles with the dealer installed lighting package, the City ensures that the system is integrated with each motorcycle, and thus eliminating any warranty issues that may arise relative to the electrical system; and

**WHEREAS**, the lease agreement will include a 12-month factory warranty, and every 12 months the City will receive new motorcycles without any price increase; and

**WHEREAS**, two spare motorcycles with lighting package at a cost of \$75 per month will be provided; and

**WHEREAS**, the total annual lease cost is \$52,200, and the total cost over the three-year term of agreement is \$156,600; and


**WHEREAS**, the initial contract term shall commence upon final execution of the contract by the City and shall be for a three-year period; and

**WHEREAS**, the actual start date of the contract will commence upon the delivery to the City of the last motorcycle, and the City reserves the right to extend the contract for two additional, two-year terms providing all terms and conditions and specifications remain the same; and

**WHEREAS**, based on the comparison of the current lease agreement pricing of \$236,400 for the cost of lease and projected repairs for years two and three, with the proposed lease from Fort Lauderdale Harley Davidson, Inc. of \$156,600 for fourteen motorcycles and two spares, the cost savings in lease and repairs to the City would total \$79,800.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH hereby approve the award of a lease agreement to Fort Lauderdale Harley Davidson Inc., for the lease of 14 Harley Davidson police motorcycles pursuant to Bid No. 19-02/03, and further authorize the Mayor and City Clerk to execute the appropriate lease agreement as approved by the City Attorney's office.

PASSED and ADOPTED this 5th day of February, 2003

  
MAYOR

ATTEST:

  
CITY CLERK

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APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
City Attorney *KA* 2-4-03  
Date

CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY



**Condensed Title:**

Request for Approval to Award a Lease Agreement to Fort Lauderdale Harley Davidson, Inc. for the Lease of 14 Harley Davidson Police Motorcycles.

**Issue:**

Shall the City Commission Award a Lease Agreement for Harley Davidson Police Motorcycles?

**Item Summary/Recommendation:**

The cost to lease each motorcycle with a lighting package is \$300 per month, which includes full maintenance, including all factory recommended service intervals along with tires and brakes.

The lease agreement will include a 12-month factory warranty, and every 12 months the City will receive new motorcycles without any price increase. Should the City need spare motorcycles (2003) with the lighting package, the cost will be \$75 per month.


The total annual cost for 16 motorcycles (14 plus 2 spares) is \$52,200.

Based on a comparison of the current lease agreement pricing, with the pricing submitted by Fort Lauderdale Harley Davidson, It is in the City's best interest to lease the Harley Davidson motorcycles with the installed lighting package based the anticipated cost savings of \$80,000 over the term of the lease.


**Advisory Board Recommendation:**

N/A.

**Financial Information:**

Source of Funds:		Amount	Account	Approved
 Finance Dept.	1	\$156,600	510.1780.000323 - 3-year lease	
	2		FY 02/03 Budget \$70,000.	
	3			
	4			
	Total			

**City Clerk's Office Legislative Tracking:**

Andrew Terpak 

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
GL 	MDB _____	JMG 

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AGENDA ITEM C2B  
DATE 2-5-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.ci.miami-beach.fl.us



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 5, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** REQUEST FOR APPROVAL TO AWARD A LEASE AGREEMENT TO FORT LAUDERDALE HARLEY DAVIDSON INC., FOR THE LEASE OF 14 HARLEY DAVIDSON POLICE MOTORCYCLES PURSUANT TO BID NO. 19-02/03, AND FURTHER AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE APPROPRIATE LEASE AGREEMENT AS APPROVED BY THE CITY ATTORNEY'S OFFICE.

### ADMINISTRATION RECOMMEDATION

Approve the award of a lease agreement.

### FUNDING

Funds in the amount of \$156,600 are available in the Fleet Management Account No. 510.1780.000323.

### ANALYSIS

On January 15, 2003, the City issued Invitation to Bid No. 19-02/03 (the "Bid") to solicit proposals for a lease or purchase of 14 police-type motorcycles. The specifications established the 2003 Harley Davidson FLHPI Road King Police Motorcycle as the standard of quality, with the understanding that the City would consider "acceptable equals".

A pre-bid conference was held on January 22, 2003. DemandStar by Onvia issued notices to 363 prospective bidders. Additionally, notices were sent to each of the local Harley Davidson and BMW distributors. This resulted in the receipt of one bid from Fort Lauderdale Harley Davidson, Inc.

BMW elected not to bid since they believed that their motorcycle would not meet the specifications, and would not be able to compete with the cost of the Harley Davidson motorcycles per Fred Reeves, BMW representative.

The Administration compared the purchase versus lease options, and determined that leasing the motorcycles was in the City's best interest based on the following:

The cost to **lease** each motorcycle with a lighting package is \$300 per month, which includes full maintenance, including all factory recommended service intervals along with

tires and brakes. By leasing the motorcycles with the dealer installed lighting package, the City ensures that the system is integrated with each motorcycle, and thus eliminating any warranty issues that may arise relative to the electrical system.

Additionally, the lease agreement will include a 12-month factory warranty, and every 12 months the City will receive new motorcycles without any price increase. Clutches will be covered with the exception of those consumed during training periods. Two spare motorcycles with lighting package at a cost of \$75 per month will be provided. The total annual lease cost is \$52,200, and the total cost over the three-year term of agreement is \$156,600.

The cost to **purchase** each motorcycle is \$17,000, which represents a total cost of \$238,000. Additionally, the City would be required to purchase two spare motorcycles at a cost of \$17,000 each, or \$34,000 in total. The City would also be required to perform all maintenance and a repair after the initial warranty expires, which is 12 months. The estimated costs for maintenance and repairs for year two and three is \$54,000.

The total cost over the three-year term to purchase, repair and maintain the motorcycles is \$326,000. The estimated trade-in value for each motorcycle after three-years with an average of 60,000 to 70,000 miles is \$5,000. Therefore, the total trade-in value for 16 motorcycles (14 plus two spares) is projected at \$80,000. The total purchase cost \$272,000, plus the estimated maintenance costs \$54,000, minus the total trade-in value (\$80,000) results in a total net cost of approximately \$246,000, which does not include costs associated with training a mechanic. This compared to \$156,600 to lease the motorcycles projects a cost savings of \$89,400 during the term of the lease.

The initial contract term shall commence upon final execution of the contract by the City and shall be for a three-year period. The actual start date of the contract will commence upon the delivery to the City of the last motorcycle. The City reserves the right to extend the contract for two additional, two-year terms providing all terms and conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. The City reserves the right to terminate the agreement for convenience.

Based on the comparison of the current lease agreement pricing of \$236,400 for the cost of lease and projected repairs for years two and three, with the proposed lease from Fort Lauderdale Harley Davidson, Inc. of \$156,600 for fourteen motorcycles and two spares, the cost savings in lease and repairs to the City would total \$79,800.

## **CONCLUSION**

Based on the City's analysis, the Administration recommends approval to award a lease agreement to Fort Lauderdale Harley Davidson Inc., for the lease of 14 Harley Davidson police motorcycles pursuant to Bid No. 19-02/03, and further authorize the Mayor and City Clerk to execute the appropriate lease agreement as approved by the City Attorney's office.

## **MOTORCYCLE LEASE AGREEMENT**

This Motorcycle Lease Agreement (the "Lease") is made this 14<sup>th</sup> day of February, 2003 by and between Fort Lauderdale Harley Davidson, 443 South State Road 7, Fort Lauderdale, FL 33317, ("Dealer" or "Lessor"), and The City of Miami Beach, (the "City" or "Lessee"), whose address is 140 MacArthur Causeway, Miami Beach, FL 33139, for the lease of police motorcycles as described in Exhibit "A" attached hereto, for use by the City's authorized employees in the performance of police related or law-enforcement duties. The terms and conditions of the Lease are as follows:

1. **Term:** The initial term of this Lease shall be thirty-six (36) months, commencing on March 23, 2003 and ending on March 22, 2006. At the end of each year throughout the term herein, including any renewal terms, Lessee shall replace the motorcycles with the newest models available. The only additional cost to the Lessee would be the cost to exchange the police emergency equipment from one model year to the next, or a maximum amount of **\$350.00, per motorcycle**. At its sole option and discretion, Lessee shall have the right to extend the term of this Lease, upon the same terms and conditions herein, for two (2) additional renewal terms; said renewal terms each having a term of two (2) years (the first renewal term commencing on March 23, 2006). In the event Lessee elects to exercise its option to renew the terms of this Lease, then Lessee shall provide Lessor with written notice of its election.
2. **Payment:** Lessee shall make monthly lease payments to Lessor on or before the first day of each month in the amount of **\$300.00** for each motorcycle, commencing on March 23, 2003, which includes customary maintenance as per manufacturer's recommendation and police emergency equipment as stated in Exhibit "A" attached hereto. Maintenance will include all service, tires, brakes and cost of labor except to the extent that same are due to misuse, neglect or damage from accidents.
3. **Miscellaneous Fees:** Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes, for each of the leased vehicles. Lessor agrees to waive all charges with respect to freight and dealer preparation of the vehicles except those cost associated with the installation of a police package or any other additional equipment purchased by the City for motorcycles.
4. **Maintenance, Repairs and Operating Expenses:** Lessee is responsible to keep the motorcycles in good working order. Lessee agrees to provide to Lessor the subject motorcycles for service according to the manufacturer's recommendations as set forth in the owner's manual for

the motorcycles; and as may be requested by the manufacturer to perform any recall campaign. Lessee's use or repair of the motorcycles must not invalidate any warranty. The Lessee has elected to participate in a Lease that includes maintenance by Lessor of the motorcycle. The cost of such maintenance is included in the monthly Lease payment, as set forth in Paragraph Two of the Lease. The maintenance plan covers parts and labor for all service and maintenance recommendations as set forth in the Harley Davidson Owner's Manual as well as tire replacement and brake repair not necessitated by misuse, neglect, or damage from accidents.

5. **Use and Subleasing:** Lessee agrees that the motorcycles (a) will be operated only by authorized licensed drivers employed by Lessee as law-enforcement officers; (b) will be kept free of all fines, liens and encumbrances; (c) will not be used illegally, improperly, for hire, or contrary to the manufacturer's recommendations; and (d) will not be altered, marked or have equipment installed on them without Lessor's consent. The installation of police equipment and department's police markings will be allowed.
6. **Insurance:** Lessee represents that it is a Florida municipal corporation and shall self-insure all motorcycles which are the subject matter of this Agreement. Each motorcycle shall be self-insured for casualty subject to the limitations of Section 768.28, Florida Statutes, with respect to each incident the motorcycle may be involved in/with and self-insured for Public Liability and Property Damage sufficient to protect the full value of the equipment and to protect the Lessor from liability in all events.
7. **Notice of Accidents and Cooperation:** Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from possession and use of the motorcycles. Lessee will make a complete report to Lessor within a reasonable time period after any accident, theft or loss involving the motorcycles.
8. **Indemnification:** To the extent provided by law, Lessee agrees to indemnify and hold Lessor its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorneys fees, arising out of the use of the motorcycles while in the care, custody or control of the Lessee. Lessee does not waive its right to sovereign immunity under 768.28 of the Florida Statutes.

Lessor agrees to indemnify and hold Lessee, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorneys fees arising out of the use of the motorcycles while in the care, custody or control of the Lessor.

9. **Lessor's Limitation of Liability:** Lessor shall not be liable to Lessee for any indirect or consequential damages or inconvenience (except for personal injury) during such time period as is reasonably required by Lessor to service any motorcycle as a result of damage, defect, and/or a mechanical problem. Monthly lease payments shall continue and not be reduced or delayed during this time. Lessor disclaims and makes no express warranties of motorcycle condition, merchantability, durability or fitness for a particular purpose of use covering the motorcycle, except as provided in Paragraph 4 of this Lease, or any implied or expressed warranty as provided by the manufacturer.

10. **Lessee's Limitation of Liability:** The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the total amount of rental payments due under this Agreement. Lessor hereby expresses its willingness to enter this Agreement with Lessor's recovery from the City for any damage action for breach of contract to be limited to the total rental amount to be paid throughout any given term of this Agreement, less the amount of and payments/or other actually paid by the City to Lessor during such term pursuant to the Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Lessor hereby agrees the City shall not be liable to Lessor for damages in an amount in excess of the total rental amount to be paid by Lessee throughout any given term of this Agreement, which amount shall be reduced by all rental amounts actually paid by the City to Lessor during such term pursuant to the Agreement, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this subparagraph or elsewhere in this Agreement is any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28. Florida Statutes.

11. **Return of the Vehicles:** At the end of the lease term, the City must return the vehicles to Lessor in good condition, normal wear and tear excepted, without damage, excessive wear or use and with all the original equipment installed by the manufacturer.

12. **Sublease or Assignment.** This Lease may not be assigned by either the Lessor or Lessee. Neither the Lessor nor Lessee may effect the subleasing of the motorcycles.



13. **Litigation Jurisdiction/Venue.** This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all of the terms and conditions exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

**FORT LAUDERDALE  
HARLEY DAVIDSON**

By:   
**Barry Kuhnly, Manager  
Police/Fleet Sales & Leasing**

**CITY OF MIAMI BEACH**

By:   
**Signature**

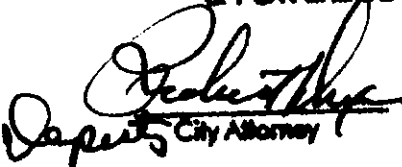
Title: Mayor  
David Dermer

**Print Name**

ATTEST:   
**Robert Parcher, City Clerk**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

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**Deputy City Attorney** **Date**

**EXHIBIT "A"**

***EXHIBIT "A"***

February 14, 2003

Lessee's Name: City of Miami Beach

Model Year: 2003

Model Description: FLHPI, Solid Black with Black/White gas tank

Number of Units: 14

Vehicle Identification Numbers:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.

Police Emergency Equipment to include:

Whelen Siren and Amplifier  
Red or Blue PAR 36 front strobe lights  
Police Strobe Box mounted on the rear (Color and Lights to be determined)

## MOTORCYCLE LEASE AGREEMENT

This Motorcycle Lease Agreement (the "Lease") is made this 14<sup>th</sup> day of February, 2003 by and between Fort Lauderdale Harley Davidson, 443 South State Road 7, Fort Lauderdale, FL 33317, ("Dealer" or "Lessor"), and The City of Miami Beach, (the "City" or "Lessee"), whose address is 140 MacArthur Causeway, Miami Beach, FL 33139, for the lease of police motorcycles as described in Exhibit "A" attached hereto, for use by the City's authorized employees in the performance of police related or law-enforcement duties. The terms and conditions of the Lease are as follows:

1. **Term:** The initial term of this Lease shall be thirty-six (36) months, commencing on April 1, 2003 and ending on March 31, 2006. At the end of each year throughout the term herein, including any renewal terms, Lessee shall replace the motorcycles with the newest models available. The only additional cost to the Lessee would be the cost to exchange the police emergency equipment from one model year to the next, or a maximum amount of **\$350.00, per motorcycle**. At its sole option and discretion, Lessee shall have the right to extend the term of this Lease, upon the same terms and conditions herein, for two (2) additional renewal terms; said renewal terms each having a term of two (2) years (the first renewal term commencing on March 23, 2006). In the event Lessee elects to exercise its option to renew the terms of this Lease, then Lessee shall provide Lessor with written notice of its election.
2. **Payment:** Lessee shall make monthly lease payments to Lessor on or before the first day of each month in the amount of **\$75.00** for each motorcycle, commencing on April 1, 2003, which includes customary maintenance as per manufacturer's recommendation and police emergency equipment as stated in Exhibit "A" attached hereto. This lease will be for additional spare units requested by the Lessee. Maintenance will include all service, tires, brakes and cost of labor except to the extent that same are due to misuse, neglect or damage from accidents.
3. **Miscellaneous Fees:** Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes, for each of the leased vehicles. Lessor agrees to waive all charges with respect to freight and dealer preparation of the vehicles except those cost associated with the installation of a police package or any other additional equipment purchased by the City for motorcycles.
4. **Maintenance, Repairs and Operating Expenses:** Lessee is responsible to keep the motorcycles in good working order. Lessee agrees to provide to Lessor the subject motorcycles for service according to the manufacturer's recommendations as set forth in the owner's manual for

the motorcycles; and as may be requested by the manufacturer to perform any recall campaign. Lessee's use or repair of the motorcycles must not invalidate any warranty. The Lessee has elected to participate in a Lease that includes maintenance by Lessor of the motorcycle. The cost of such maintenance is included in the monthly Lease payment, as set forth in Paragraph Two of the Lease. The maintenance plan covers parts and labor for all service and maintenance recommendations as set forth in the Harley Davidson Owner's Manual as well as tire replacement and brake repair not necessitated by misuse, neglect, or damage from accidents.

5. **Use and Subleasing:** Lessee agrees that the motorcycles (a) will be operated only by authorized licensed drivers employed by Lessee as law-enforcement officers; (b) will be kept free of all fines, liens and encumbrances; (c) will not be used illegally, improperly, for hire, or contrary to the manufacturer's recommendations; and (d) will not be altered, marked or have equipment installed on them without Lessor's consent. The installation of police equipment and department's police markings will be allowed.
6. **Insurance:** Lessee represents that it is a Florida municipal corporation and shall self-insure all motorcycles which are the subject matter of this Agreement. Each motorcycle shall be self-insured for casualty subject to the limitations of Section 768.28, Florida Statutes, with respect to each incident the motorcycle may be involved in/with and self-insured for Public Liability and Property Damage sufficient to protect the full value of the equipment and to protect the Lessor from liability in all events.
7. **Notice of Accidents and Cooperation:** Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from possession and use of the motorcycles. Lessee will make a complete report to Lessor within a reasonable time period after any accident, theft or loss involving the motorcycles.
8. **Indemnification:** To the extent provided by law, Lessee agrees to indemnify and hold Lessor its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorneys fees, arising out of the use of the motorcycles while in the care, custody or control of the Lessee. Lessee does not waive its right to sovereign immunity under 768.28 of the Florida Statutes.

Lessor agrees to indemnify and hold Lessee, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorneys fees arising out of the use of the motorcycles while in the care, custody or control of the Lessor.

9. **Lessor's Limitation of Liability:** Lessor shall not be liable to Lessee for any indirect or consequential damages or inconvenience (except for personal injury) during such time period as is reasonably required by Lessor to service any motorcycle as a result of damage, defect, and/or a mechanical problem. Monthly lease payments shall continue and not be reduced or delayed during this time. Lessor disclaims and makes no express warranties of motorcycle condition, merchantability, durability or fitness for a particular purpose of use covering the motorcycle, except as provided in Paragraph 4 of this Lease, or any implied or expressed warranty as provided by the manufacturer.

10. **Lessee's Limitation of Liability:** The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the total amount of rental payments due under this Agreement. Lessor hereby expresses its willingness to enter this Agreement with Lessor's recovery from the City for any damage action for breach of contract to be limited to the total rental amount to be paid throughout any given term of this Agreement, less the amount of and payments/or other actually paid by the City to Lessor during such term pursuant to the Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Lessor hereby agrees the City shall not be liable to Lessor for damages in an amount in excess of the total rental amount to be paid by Lessee throughout any given term of this Agreement, which amount shall be reduced by all rental amounts actually paid by the City to Lessor during such term pursuant to the Agreement, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this subparagraph or elsewhere in this Agreement is any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

11. **Return of the Vehicles:** At the end of the lease term, the City must return the vehicles to Lessor in good condition, normal wear and tear excepted, without damage, excessive wear or use and with all the original equipment installed by the manufacturer.

12. **Sublease or Assignment.** This Lease may not be assigned by either the Lessor or Lessee. Neither the Lessor nor Lessee may effect the subleasing of the motorcycles.

13. **Litigation Jurisdiction/Venue.** This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all of the terms and conditions exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

**FORT LAUDERDALE  
HARLEY DAVIDSON**

By:   
**Barry Kuhnly, Manager  
Police/Fleet Sales & Leasing**

**CITY OF MIAMI BEACH**

By:   
**Signature**

Title: Mayor

David Dermer


**Print Name**

**ATTEST:**

  
**Robert Parcher, City Clerk**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

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 2-25-03  
**City Attorney Date**

***EXHIBIT "A"***

February 14, 2003

Lessee's Name: City of Miami Beach

Model Year: 2003

Model Description: FLHPI, Solid Black with Black/White gas tank

Number of Units: 2

Vehicle Identification Numbers:

- 1.
- 2.

Police Emergency Equipment to include:

Whelen Siren and Amplifier

Red or Blue PAR 36 front strobe lights

Police Strobe Box mounted on the rear (Color and Lights to be determined)